

Public Health

Seattle & King County



King County Contract No.

D40521D

Federal Taxpayer ID No.

91-6001492

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KING COUNTY CONTRACT FOR ARRA/CPPW GRANT SERVICES – 2010

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County) HEAL	
Contractor	City of Redmond	
Project Title	CPPW Healthy Eating Active Living	
Contract Amount	Seventy One Thousand Seven Hundred Fifty Dollars and Zero Cents	
Contract Period	Start date: 07/21/2010	End date: 03/19/2012

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Redmond (the "Contractor"), whose address is 15965 NE 85th St. PO Box 97010, MS 4NPW, Redmond, WA, 98073-9710.

WHEREAS, the County has been advised that the funding source for this Contract is the American Recovery and Reinvestment Act-Communities Putting Prevention to Work (ARRA-CPPW) grant, CDC Award Number 1U58DP002422-01 (Tobacco) or 1U58DP002423-01 (Obesity), CFDA Number 93.724, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I. Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

- A. Program Exhibits
 - Exhibit A: Scope of Work
 - Exhibit B: Budget
 - Exhibit C: Invoice
 - Exhibit D: Special Conditions for ARRA-CPPW
- B. King County Required Forms
 - Exhibit E: Contractor's Certificate of Insurance and Additional Insured Endorsement

II. Term and Termination

- C. This Contract shall commence on the day of 2010, and shall terminate on the day of 2012, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- D. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.

- E. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- F. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- G. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

- H. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:

Upon receipt and approval of a signed invoice as set forth in Exhibit ___ that complies with the budget in Exhibit ___.

- I. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County will initiate accelerated authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 10 days after a complete and accurate invoice is received.
- J. The Contractor shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- K. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.
- L. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.
3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. Debarment and Suspension Certification

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI. Maintenance of Records/Evaluations and Inspections

- M. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- N. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
 3. The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- O. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- P. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- Q. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions.

VIII. Audits

- R. If the Contractor or subcontractor is a non-profit organization as defined in OMB Circular A-133, and expends a total of \$500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.
- S. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.
- T. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.
- U. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- V. The County will notify the Contractor in writing of the nature of the breach;
- The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- W. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- X. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;
- Y. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- Z. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. **Hold Harmless and Indemnification**

- AA. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.
- BB. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.
- CC. The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this

subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

- DD. The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- EE. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- FF. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- GG. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

- HH. As outlined below, by the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.
 - 1. General Liability: Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) Commercial General Liability, in the amount of at least \$1,000,000 combined single limit per occurrence by bodily injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. King County, its officers, officials, employees and agents shall be included and endorsed as an additional insured for liability arising out of the performance of activities under this Contract (Form number CG 2010 11/85 or its equivalent).
 - 2. Automobile Insurance: In the event the performance of this Contract requires the use of an automobile, automobile liability coverage in compliance with the statutory requirements of the State of Washington is required.

3. Workers' Compensation Coverage: When applicable, evidence of Workers' Compensation coverage in compliance with the statutory requirements of the State of Washington shall be provided.
 4. Stop Gap/Employers Liability: Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy. Minimum Limit \$1,000,000.
 5. Professional Liability: Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided by the Contractor. "Professional Services", for the purpose of this Contract section, shall mean those services that require a professional standard of care. Minimum Limit: \$1,000,000 per claim and in the aggregate.
- II. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- JJ. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- KK. The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

XIII. Assignment/Subcontracting

- LL. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment. Approval of Contractor's CPPW application with included subcontractors satisfies the consent requirement for the listed subcontractors.
- MM. The Contractor shall insure that every subcontractor who performs work that relates to the subject matter of this Contract reads the subcontractor requirements at <http://www.kingcounty.gov/health/contracts>, complies with such requirements, and submits the Subcontractor Certification page to the Department of Public Health.
- NN. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:
- "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- OO. During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.
- PP. The Contractor shall permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with this Section.
- QQ. The Contractor shall implement and carry out the obligations in this Contract regarding equal employment opportunity. The County shall consider the failure to implement and carry out such obligations in good faith as a material breach of the Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- RR. The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by disability access laws, including Title II of the Americans with Disabilities Act, Title II of the Telecommunications Act of 1934, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.
- SS. The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under this Contract, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.
- TT. A. King County's Domestic Partner Benefits Ordinance 14823 prohibits the award of competitively bid contracts valued at \$25,000 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, contractors shall comply fully with the ordinance's provisions. As a condition of the execution of this Contract, the Contractor shall provide a completed Domestic Partner Benefits Declaration Form as provided by the County.

XV. Conflict of Interest

The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

XVI. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the

Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVII. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XVIII. King County Recycled Product Procurement Policy

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XIX. Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XX. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXI. Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXII. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIII. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language

contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXIV. Applicable Law


This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

City of Redmond

 FOR
King County Executive
12/14/10
Date


Signature
Name (Please type or print)
11/22/10
Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

D40521D / HEAL1673 - CPPW Healthy Eating Active Living

RECEIVED
DEC 01 2010
Grant & Contract
Services

Exhibit A
City of Redmond
Scope of Work

Introduction: The City of Redmond will complete this scope of work supported by a Communities Putting Prevention to Work (CPPW) Healthy Eating Active Living grant from Public Health – Seattle & King County. The goals of CPPW HEAL are to support schools, local governments and communities to reduce overweight and obesity rates by increasing healthy eating and physical activity through policy, system and environment changes.

The policy, system or environment change(s) City of Redmond agrees to implement with the CPPW grant funding include:

- Increase access to opportunities for physical activity
- Improve access to healthy food for residents
- Improve access to healthy food and drink availability in City of Redmond facilities and/or programs

Overall, the City of Redmond's goal is to increase opportunities for people to choose physical activity and healthy food.

Tasks: City of Redmond will conduct the following tasks and produce associated deliverables to achieve the above outcomes.

Project Outcome 1: City of Redmond has actively supported policy, systems and environmental changes that result in increased mobility on bicycle and foot for the most at risk populations in the City.

Task I: Partner in the development and adoption of a citywide Bicycle Master Plan and Pedestrian Master Plan.

Deliverable: Designate a representative to actively participate on the "Built Environment Sub-Committee" of the CPPW Coalition and attend related workshops. Provide a record of attendance and summary of contribution.

Deliverable: Provide an existing conditions memo on existing policies, plans and data to CPPW consultants including, but not limited to, GIS, non-motorized transportation, schools/Safe Routes to Schools, parks, land use and/or physical activity, community facilities, demographics, geography, trails and roads.

Deliverable: Facilitate and lead a regularly scheduled Pedestrian and Bicycle Advisory Committee composed of city staff and stakeholders. Provide a list of attendees, their affiliation and meeting minutes.

Deliverable: Develop and hold community meetings to gather public comment on needs and project prioritization, conduct three walking audits and promote active/healthy life styles with Feet First and Cascade Bicycle Club. The walking audits will include organizing and promoting a walk for stakeholders, moderating discussions during the walk, highlighting danger zones and gathering participant feedback. Findings will be summarized in a report.

- Deliverable:** Present findings and preliminary plans that incorporate comments from the public and Pedestrian and Bicycle Advisory Committee to City Council and Planning Commission at least once to receive feedback and direction. Provide a summary of comments/suggestions.
- Deliverable:** Provide CPPW consultant a list of significant pedestrian and bicycle projects for the consultant to produce cost estimates (consultant time = 180 hours).
- Deliverable:** Provide feedback to CPPW consultant on draft cost estimates for pedestrian and bicycle projects for revisions (consultant time = 6 hours).
- Deliverable:** Prepare final cost estimates for pedestrian and bicycle projects (consultant time = 20 hours).
- Deliverable:** Provide draft to professional writing consultant of pedestrian and bicycle master plan for editing with ongoing feedback from City staff (consultant time = 25 hours).
- Deliverable:** Conduct internal review processes for plan adoption (SEPA, public hearings, and meetings with planning commission)
- Deliverable:** Seek City Council adoption of proposed Bicycle and Pedestrian master plan and provide record of action.

Completion Date: January 15, 2012

Task II: Allocate funding for the implementation of priority projects.

- Deliverable:** Provide a record of changes to existing Capital Improvements Program and revisions to the Comprehensive Plan on adoption of Bicycle and Pedestrian Master Plans.

Completion Date: January 15, 2012

<p>Project Outcome 2: City of Redmond continues to support policies that promote a healthy and sustainable community including access to healthy food for all residents.</p>

Task I: Partner in the evaluation of existing policies and development of new policies as needed to support equitable access to healthy food within Redmond.

- Deliverable:** Propose a 1-2 year City work plan to review and develop policies to support equitable access to healthy food for all residents in the City of Redmond, taking into account model policies and best practices advised by CPPW staff and/or their consultant.
- Deliverable:** Revise the proposed work plan based on comments and advice from King County and/or their consultant
- Deliverable:** *If your jurisdiction, or an area contained within it, is designated as a high priority area with inequitable food access by King County Department of Natural Resources and Parks, designate an internal champion to facilitate the*

*adoption of policies with support from the University of Washington's
Northwest Center for Livable Communities. (by September 2011)*

Completion Date: January 15, 2012

Project Outcome 3: City of Redmond has actively supported promotion and implementation of healthy nutritional operating guidelines in one City owned and operated facility, whose practice can be expanded to all City owned and operated facilities and programs in the future.

Task I: Create a workgroup composed of staff actively engaged in food programs and facilities to identify one target to develop and adopt nutrition guidelines

Deliverable: Submit a list of with staff members that will comprise the workgroup including the City of Redmond Wellness Committee and other relevant staff.

Completion Date: December 30, 2010

Task II: Select appropriate nutritional guidelines

Deliverable: Complete and provide an assessment of food service within the City, including:

- Identification of food procured by the City for employees and the general public such as in cafeteria settings, at meetings, at events, for programs or classes, vending machines, or through contracted services
- Determine the current nutritional guidelines and practices for implementing the guidelines.
- Recommend one target program or facility for improving nutrition guidelines that can be expanded in the future to all other programs or facilities in the City.

Deliverable: Select nutritional guidelines using resources provided by Public Health Seattle-King County staff. Determine whether current food contracts meet the new guidelines and make recommendations on how to meet new guidelines where the City is not already meeting the guidelines.

Deliverable: Submit an implementation plan that includes procedures and schedule for completing Task II deliverables to Public Health Seattle-King County for technical review.

Completion Date: February 15, 2011

Task III: Implement nutritional guidelines

Deliverable: If needed, negotiate or prepare language for new contracts with food suppliers or sign contracts with new suppliers which meet nutritional guidelines

Deliverable: Provide a summary report to Public Health Seattle-King County with nutritional guidelines and implementation plan

Completion Date: May 1, 2011

Payment: Upon receipt and acceptance of deliverables, *City of Redmond* will be reimbursed for costs incurred based on tasks completed.

Standard for All RFP Award Contracts

1. Reporting: Grantee will participate in monthly reporting activities on program progress and financial data relevant to the reporting requirements of ARRA.

Deliverable: Work with PHSKC project officer to fill-in program progress tracking tool with project milestones by September 15, 2010.

Deliverable: Meet monthly with PHSKC project officer to discuss progress on project milestones and activities.

Deliverable: Submit 6 quarterly reports and 1 final summary that detail the successes and challenges of implementing the policy/systems/environmental change(s). Reports are due by: 10/31/10, 1/31/11, 4/30/11, 7/31/11, 10/31/11, 1/31/12 and final summary should be submitted with final invoice. Summaries can be in either of two formats: a 300-500 word written report or a telling story (video, digital storytelling, news article with photo, song) that can be easily shared among grantees, partners and potentially the public.

Deliverable: Complete online reporting on hours worked, amounts spent and other financial tracking data to meet ARRA requirements within five days after the end of each month in the grant period. Work with project officer on any corrections to these reports.

2. Evaluation: The grantee, PHSKC project officer and the CPPW Evaluation Team will work collaboratively to track the implementation of CPPW funded activities, and evaluate policy, systems and environmental changes and expected short-term outcomes. The evaluation process will be participatory and is intended to provide the grantee with useful information for decision-making, planning and project management.

Deliverable: The grantee will name a point of contact who will be the primary liaison to a designated CPPW evaluator by August 30, 2010.

Deliverable: The grantee will assist the evaluator in developing a detailed evaluation plan to be finalized and implemented by November 1st, as follows:

- The grantee will describe the project sufficiently for the evaluator to understand the purpose and proposed change mechanisms of the project. For example, the evaluator and grantee may construct a logic model that captures the project's goals, objectives, activities, timeframe and resources.
- The grantee and CPPW evaluator (with project officer when available) will meet as soon as feasible and no later than 30 days after a scope of work has been finalized to identify and mutually agree upon the evaluation focus and questions as well as reasonable measures and data collection methods.
- The evaluation plan will be finalized within 30 days from this meeting.

Deliverable: Grantees will provide project data that is reasonable to collect using methods and frequency agreed upon in the evaluation plan (for example: participate in interviews, assist in collecting survey data, provide site access to record environmental conditions, complete tracking logs, provide evidence of policy implementation through contracts or other documents).

Deliverable: Through routine CPPW progress reporting with project officer, grantees will update the status of activities and this information will be used by the evaluator to assist in the project evaluation. As needed, the grantee and evaluator will discuss project strengths and challenges, and share information on how the project and evaluation are proceeding.

Deliverable: All grantees should expect to support evaluation activities with a minimum of 5% of their staff time and resources.

3. CCPW Coalition: The CPPW Coalition will focus on policy, systems and environment issues in King County that affect healthy eating, active living and tobacco policy. Grantees must join the coalition and participate in a work group. Other organizations, coalitions, individuals or groups working on obesity, nutrition, physical activity or tobacco prevention will also participate.

Deliverable: Grantees must designate at least 1 representative to attend CPPW Coalition meetings and at least 1 representative (may be different person) to participate in a work group.

Deliverable: Grantees will spend at least four hours a month participating in coalition meetings and related activities and this time may be included in the proposal budget. The coalition will meet monthly.

4. Collaboration with PHSKC: Policy, system and environment change can be challenging. Grantees must work in partnership with Public Health during the funding period. Grantees will also share expertise and communicate with their Public Health project officer on specific technical assistance needs. Public Health project officers will help coordinate available technical assistance resources within Public Health, and from CPPW contractors with special policy or legal expertise, such as the Prevention Institute and the Tobacco Control Legal Consortium.

Deliverable: Grantees will meet at least monthly with PHSKC project officer to discuss progress, challenges and to make adjustments as needed. Grantees will participate in technical assistance opportunities relevant and appropriate to their projects

5. Education Network: The CPPW initiative's ability to produce policy and systems change largely depends on its capacity to effectively mobilize community groups to bring the CPPW perspective to decision makers at appropriate times. PHSKC will develop tools—such as a web-based rapid response system and timely email notification of educational opportunities—to help grantees inform their constituents and partners accordingly. Information methods may include activities such as writing letters or email messages, educating decision-makers and participating in hearings. CPPW funds cannot be used for lobbying, and grantees will receive training to clearly distinguish lobbying from other educational activities.

Deliverable: Grantees will participate in the CPPW Education Network and will use Education Network tools to educate their organization's network of contacts about CPPW policy, systems and environmental change initiatives.

Deliverable: Grantees will identify at least 1 representative to attend a training hosted by PHSKC on lobbying vs. advocacy.

6. Participate in Other Initiative-Wide Activities: Grantees will be expected to participate in occasional initiative-wide activities, such as an annual Prevention Summit and a grantees' network (including periodic meetings).

Deliverable: Grantee will participate in all initiative-wide activities.

7. Communications: All RFP recipient organizations, media contractors, or partners developing communications activities will follow the CPPW Communications Guidelines. The CPPW Communications Team from Public Health will work with contracted media agencies, create a campaign(s) that supports the overall goals of CPPW in King County and that grantees can tailor for specific projects. The CPPW Communications Team will provide general technical assistance and consultation to all requesting grantees. Please refer to guidelines in contract binders for details.

Deliverable: Grantees will read the CPPW Communications Guidelines in grantee contract binders by August 30, 2010.

Deliverable: All communications materials and products will be linked to the broader CPPW communications strategies and campaigns.

Deliverable: All organizations, schools, or government entities that receive funding from CPPW for media activities must coordinate with Public Health Communications Team review and final approval of all communications materials. Depending upon the scope of a media project, Public Health may refer a grantee to the appropriate media agency for this review.

Deliverable: All CPPW-funded campaign materials must use attribution language (below) and follow graphics and branding standards, subject to change. Please refer to Communications Guidelines provided by project officers in grantee contract binders for details. Attribution language does not replace organization logo or tagline.

Print Language Attribution:

Made possible by funding from the Department of Health and Human Services and Public Health - Seattle & King County.

Spoken Language Attribution:

Brought to you by the Department of Health and Human Services and Public Health -Seattle & King County.

There are no font or placement requirements for the attribution language.

Deliverable: All grantees will identify at least one representative to participate in a communications training hosted by PHSKC.

Exhibit B
71,750.00
City of Redmond
July 21, 2010 - March 19, 2012

2010-2012 Grant Year Total
\$71,750

	7/21/2010 - 12/31/10	1/1/2011 - 12/31/2011	1/1/2012 - 3/19/2012	Total 7/21/10-3/19/12
Expense				
Name or Job title				
Salary	\$ 3,759	\$ 36,278	\$ 5,075	\$ 45,113
Fringe (33%)	\$ 1,241	\$ 11,972	\$ 1,675	\$ 14,887
Salary				
Fringe (33%)				
Consultant Costs				
1. Feet First for walking audits (3)		\$ 9,000		\$ 9,000
2. Professional writing to refine a draft document for pedestrian and bicycle plans development		\$ 2,750		\$ 2,750
Subtotal	\$ 5,000	\$ 60,000	\$ 6,750	\$ 71,750
Overhead/Indirect cost (20% cap) 0%	\$ -	\$ -	\$ -	\$ -
Total amount including overhead	\$ 5,000	\$ 60,000	\$ 6,750	\$ 71,750

INVOICE - 2010

City Health Project

123 Main Ave
Seattle, WA 98001
Contract #

TO: Seattle-King County Department of Public Health
Communities Putting Prevention to Work-HEAL
Attn: Gladys Nkeze
401 Fifth Avenue, Suite 900
Seattle, WA 98104

In performance of a signed contract, I certify the following services have been provided for the period 09/01/2010 through 09/30/2010, and request reimbursement for the amount indicated below.

Name Name Name Name 10/01/2010
Printed Name Signature Date

Expenditure Item	Program Budget	Current Expenditure	Balance
Salary - Program Mgr	1,000.00	200.00	600.00
Fringe	300.00	60.00	180.00
Salary - Communication Mgr	1,500.00	300.00	900.00
Fringe	450.00	90.00	270.00
Salary - Media Specialist	3,500.00	700.00	2,100.00
Fringe	1,050.00	210.00	630.00
Supplies	150.00	30.00	90.00
Travel	130.00	26.00	78.00
Subcontracts	0.00	0.00	0.00
Media	500.00	100.00	300.00
Telephone, Internet	0.00	0.00	0.00
Postage	0.00	0.00	0.00
Printing	100.00	20.00	60.00
Rent, Utilities	2,000.00	400.00	1,200.00
Sub-Total	10,680.00	2,136.00	6,408.00
Overhead/indirect	200.00	40.00	120.00
TOTAL	\$10,880.00	\$2,176.00	\$6,528.00

Total # of hours paid by CPPW funds worked this month: 46

FOR HEALTH DEPARTMENT USE ONLY

Suffix	Org/Project	Expense Acct	Budget	Current Expense to be Paid	Year to Date Paid
A	8052/H00854	53180	\$10,880.00	\$2,176.00	\$4,352.00

Approved:

CPPW-HEAL Contracts Manager

Date

DO NOT SIGN. THIS WILL BE COMPLETED BY KING COUNTY.

ENTER START AND END DATES FOR TIME PERIOD YOU ARE CHARGING FOR. EACH INVOICE SHOULD BE FIRST THROUGH END OF MONTH, HOWEVER VERY FIRST INVOICE SHOULD REFLECT START DATE THROUGH END OF NEXT MONTH (FOR EXAMPLE, 07/21/2010 THROUGH 08/31/2010, THEN 9/1 - 9/30, ETC).

IN BLUE INK, PRINT AND SIGN NAME, THEN DATE. MUST BE DONE BY SOMEONE WITH SIGNING AUTHORITY. BY SIGNING, YOU ARE AGREEING THAT THE WORK HAS BEEN COMPLETED AS STATED IN THE CONTRACT.

ENTER AMOUNTS CURRENTLY BEING CHARGED FOR EACH ITEM LINE UNDER "CURRENT EXPENDITURE".

UPDATE "BALANCE" BY SUBTRACTING ALL PREVIOUSLY PAID INVOICES FOR THE YEAR AND CURRENT EXPENDITURE FROM THE TOTAL PROGRAM BUDGET.

REMINDER: DO NOT SUBMIT RECEIPTS OR TIMESHEETS! THOSE MUST BE KEPT AT YOUR MAIN OFFICE.

ENTER TOTAL # OF HOURS PAID BY CPPW FUNDS WORKED CURRENT MONTH (SHOULD EQUAL ALL STAFF & SUBCONTRACTOR HOURS OF CPPW WORK IN CURRENT BILLING).

ENTER TOTAL AMOUNT FOR CURRENT YEAR THAT HAS ALREADY BEEN PAID BY KING COUNTY IN PREVIOUS INVOICES PLUS THIS INVOICE.

EXHIBIT C
INVOICE - 2010

City of Redmond - Joel Pfundt
PO Box 97010
Redmond WA 98073-9710

TO: Seattle-King County Department of Public Health
Communities Putting Prevention to Work-HEAL
Attn: Gladys Nkeze, Fiscal and Contract Administrator
401 Fifth Avenue, Suite 900
Seattle, WA 98104

In performance of a signed contract, I certify the following services have been provided for the period _____ through _____, and request reimbursement for the amount indicated below.

Printed Name Signature Date

Expenditure Item	Program Budget	Current Expenditure	Balance
Salaries	\$5,000		\$5,000
Consultants Costs	\$0		\$0
Indirect	\$0		\$0
TOTAL	\$5,000.00		\$5,000

Invoice line items should correspond
to your Budget line items

FOR HEALTH DEPARTMENT USE ONLY

Suffix	Org/Project	Expense Acct	Budget	Current Expense to be Paid	Year to Date Paid
A	8052/H00154	53183	\$5,000.00		

Approved:

CPPW-HEAL Contracts Manager

Date

EXHIBIT C
INVOICE - 2011

City of Redmond - Joel Pfundt
PO Box 97010
Redmond WA 98073-9710

TO: Seattle-King County Department of Public Health
Communities Putting Prevention to Work-HEAL
Attn: Gladys Nkeze, Fiscal and Contract Administrator
401 Fifth Avenue, Suite 900
Seattle, WA 98104

In performance of a signed contract, I certify the following services have been provided for the period _____ through _____, and request reimbursement for the amount indicated below.

Printed Name Signature Date

Expenditure Item	Program Budget	Current Expenditure	Balance
Salaries	\$48,250		\$48,250
Consultants Costs	\$11,750		\$11,750
Indirect			\$0
TOTAL	\$60,000.00		\$60,000

Invoice line items should correspond
to your Budget line items

FOR HEALTH DEPARTMENT USE ONLY

Suffix	Org/Project	Expense Acct	Budget	Current Expense to be Paid	Year to Date Paid
B	8052/H00154	53183	\$60,000.00		

Approved:

CPPW-HEAL Contracts Manager

Date

EXHIBIT C
INVOICE - 2012

City of Redmond - Joel Pfundt
PO Box 97010
Redmond WA 98073-9710

TO: Seattle-King County Department of Public Health
Communities Putting Prevention to Work-HEAL
Attn: Gladys Nkeze, Fiscal and Contract Administrator
401 Fifth Avenue, Suite 900
Seattle, WA 98104

In performance of a signed contract, I certify the following services have been provided for the
period _____ through _____, and request
reimbursement for the amount indicated below.

Printed Name Signature Date

Expenditure Item	Program Budget	Current Expenditure	Balance
Salaries	\$6,750		\$6,750
Consultants Costs	\$0		\$0
Indirect	\$0		\$0
TOTAL	\$6,750.00		\$6,750

Invoice line items should correspond
to your Budget line items

FOR HEALTH DEPARTMENT USE ONLY

Suffix	Org/Project	Expense Acct	Budget	Current Expense to be Paid	Year to Date Paid
C	8052/H00154	53183	\$6,750.00		

Approved:

CPPW-HEAL Contracts Manager

Date

EXHIBIT D

SPECIAL CONDITIONS FOR AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 COMMUNITIES PUTTING PREVENTION TO WORK GRANT (ARRA-CPPW)

1. Contractor Shall Comply with Recovery Act Requirements.

The Contractor acknowledges that funding under this Contract is provided in whole or part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "Recovery Act"). The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website — www.Recovery.gov — to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Contractor agrees to comply with all requirements of the Recovery Act, including but not limited to those requirements that are set forth in this Exhibit.

Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractor must keep separate records for Recovery Act funds and must ensure those records comply with the requirements of the Act.

2. Reporting Requirements - Section 1512 of the Recovery Act.

The Contractor's receipt of funds is contingent on its meeting the reporting requirements of the Recovery Act, Section 1512(c). The Contractor shall provide the County with information and documentation sufficient to enable the County to complete Recovery Act registration and reporting obligations using the online reporting tool available at <http://www.FederalReporting.gov>.

The Contractor shall provide the County with information sufficient to allow for registration with the Central Contractor Registration (CCR) database at www.ccr.gov. This is intended to ensure consistent reporting of data about each entity and make data more useful to the public. In order to register in CCR, a valid Data Universal Numbering System (DUNS) Number is required and shall be included on the cover page or other designated place in this Contract. DUNS number can be obtained at <http://fedgov.dnb.com/webform>

The County may require other information from the Contractor in order to meet the reporting requirements of the Recovery Act and the Communities Putting Prevention to Work (CPPW) grant.

3. Lobbying Prohibited.

Federal law prohibits Contractors and their subcontractors from using federal funds for lobbying Congress or a federal agency, or to influence legislation or appropriations pending before

Congress or any State or local legislature. Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying.

4. Disclosure of Fraud or Misconduct.

Contractors or subcontractors shall promptly refer to the Health and Human Services Office of Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CPPW funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline>

5. Wage Rate Requirements - Section 1606 of the Recovery Act.

All laborers and mechanics employed by the Contractor and all subcontractors of the Contractor on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm>. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this Contract.

The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

6. Protection of Whistleblowers - Section 1553 of the Recovery Act.

A. The Contractor shall post notice of employee rights and remedies for whistleblower protections provided under section 1553 of the Recovery Act.

B. The Contractor shall include the substance of this clause including this paragraph (B) in all subcontracts. The Contractor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or subcontract or grant relating to covered funds;
- Gross waste of covered funds;

- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Additional American Recovery and Reinvestment Act of 2009 provisions can be found at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts.aspx>



CERTIFICATE OF LIABILITY INSURANCE

OP ID TT
9CITRE1

DATE (MM/DD/YYYY)

12/02/10

PRODUCER Bannon, Carlson & Kessel, Inc. 2121 70th Ave W Ste B University Place WA 98466-7664 Phone: 253-565-3500 Fax: 253-565-7209		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City of Redmond PO Box 970910 Redmond WA 98073-9810		INSURERS AFFORDING COVERAGE INSURER A Travelers Indemnity Co INSURER B INSURER C INSURER D INSURER E	
		NAIC #	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
LTR	INSRD					
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP06302427	09/01/10	09/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM-OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	GP06302427	09/01/10	09/01/11	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	X	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	GE06300113	09/01/10	09/01/11	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE, OFFICER, MEMBER EXCLUDED? (Mandatory in WA) If yes, describe below SPECIAL PROVISIONS below OTHER	GP06302427 WA STOP GAP	09/01/10	09/01/11	WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS King County, its officers, officials, employees and agents are included as an additional insured for liability arising out of the performance of activities under this Contract "D40521D- CPFW Healthy Eating Active Living" per attached CG D4 80.						

CERTIFICATE HOLDER

KINGCOO
King County Public Health 401 5th Ave Ste 1300 Seattle WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
AUTHORIZED REPRESENTATIVE 	

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft 50 Feet Long Or Less C. Owned Watercraft Less Than 25 Feet D. Aircraft Chartered With Pilot E. Damage To Premises Rented To You F. Increased Supplementary Payments G. Who Is An Insured – Public Entities, Elected Or Appointed Officials, And Members Of Your Boards H. Who Is An Insured – Employees And Volunteer Workers I. Who Is An Insured – Newly Acquired Or Formed Organizations J. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> K. Blanket Additional Insured – Lessors Of Leased Equipment L. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement M. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies N. Good Samaritan Services Coverage – Amendment Of Occurrence Definition And Each Occurrence Limit O. Contractual Liability – Railroads P. Knowledge And Notice Of Occurrence Or Offense Q. Unintentional Omission R. Blanket Waiver Of Subrogation |
|---|--|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is re-

COMMERCIAL GENERAL LIABILITY

sponsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

C. OWNED WATERCRAFT LESS THAN 25 FEET

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to a watercraft you own that is:

- (a) Less than 25 feet long; and
 - (b) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:
Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:
 - (1) Less than 25 feet long; and
 - (2) Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to

"premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

F. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. WHO IS AN INSURED – PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of SECTION II – WHO IS AN INSURED:

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while performing duties related to the conduct of your business,
 - (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph a.(1) above;

- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2), (3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a nurse or doctor. Any such elected or appointed officials, "executive officers" or directors providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

- b. "Property damage" to property:
 - (1) Owned, occupied or used by;
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of SECTION II – WHO IS AN INSURED:

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An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:

- (1) Is under your jurisdiction; and
- (2) Is funded and operated as part of your total operating budget.

- b. Does not include any "joint powers authority."

"Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II – WHO IS AN INSURED**:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a. of **SECTION II – WHO IS AN INSURED**:

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing "professional health care services", Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising

out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or doctor. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

I. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

K. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

L. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you

have signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

N. GOOD SAMARITAN SERVICES COVERAGE – AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

- 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards";
- c. Any of your "employees" or "volunteer workers"; or
- d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A – Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

- 2. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

COMMERCIAL GENERAL LIABILITY

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards";
- c. Any of your "employees" or "volunteer workers"; or
- d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A – Bodily Injury And Property Damage Liability applies;

in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or any "employee" author-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A lawfully elected or appointed official, "executive officer" or director of any public entity;
- (ii) A partner or member of any partnership or joint venture;
- (iii) A manager of any limited liability company;
- (iv) A trustee of any trust; or
- (v) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

COMMERCIAL GENERAL LIABILITY

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.